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11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14 **SOUTHERN DIVISION**

15 CHANGE CAPITAL MANAGEMENT,  
16 LLC,

17 *Plaintiff,*

18 v.

19 THE CHANGE COMPANY CDFI LLC and  
20 CHANGE LENDING, LLC,

21 *Defendants.*

Case No.: 8:24-cv-00050

**COMPLAINT FOR  
TRADEMARK  
INFRINGEMENT AND  
UNFAIR COMPETITION  
DEMAND FOR JURY TRIAL**

1 COMES NOW, Plaintiff Change Capital Management, LLC (“Change  
2 Capital”), by and through its undersigned attorneys, and for its Complaint against  
3 Defendants The Change Company CDFI LLC (“The Change Company”) and  
4 Change Lending, LLC (“Change Lending” and collectively, “Defendants”), states  
5 and alleges as follows:

6 **NATURE OF THE ACTION**

7 1. This is an action for trademark infringement, false designation of  
8 origin, and unfair competition under the Lanham Act, 15 U.S.C. § 1051 *et seq.*;  
9 unfair competition arising under California Business & Professions Code § 17200  
10 *et seq.*; and California common law unfair competition.

11 **JURISDICTION AND VENUE**

12 2. This Court has subject matter jurisdiction over Change Capital’s  
13 federal trademark infringement and unfair competition claims under 15 U.S.C.  
14 § 1121 and 28 U.S.C. §§ 1331 and 1338(a) because this case presents federal  
15 questions arising under the Lanham Act. This Court has supplemental jurisdiction  
16 over Change Capital’s state law claims pursuant to 28 U.S.C. §§ 1338(b) and  
17 1367(a) because the state law claims are so related to the federal claims that they  
18 form part of the same case or controversy and derive from a common nucleus of  
19 operative facts.

20 3. The exercise of personal jurisdiction over Defendants comports with  
21 California law and with the constitutional requirements of due process because  
22 Defendants’ principal places of business are in this District, their agents reside in  
23 this District, they transact business within this District, and they have committed  
24 acts of trademark infringement, false designation of origin, and unfair competition  
25 in this District, including but not limited to using the infringing marks in  
26 connection with the advertisement, marketing, promotion, sale, and offering for  
27 sale of goods and services to customers in this District.  
28



1           10. Upon information and belief, Defendant The Change Company  
2 amended its name from The Capital Corps, LLC to The Change Company CDFI  
3 LLC on or about February 3, 2021.

4                           **Defendant Change Lending, LLC**

5           11. Upon information and belief, Defendant Change Lending is a  
6 California limited liability company with a principal place of business at 175 N.  
7 Riverview Drive, Suite C, Anaheim, CA 92808.

8           12. Upon information and belief, Defendant Change Lending, at all times  
9 relevant hereto, has offered lending products, including to small businesses and  
10 real estate investors.

11           13. Upon information and belief, Defendant Change Lending amended its  
12 name from Commerce Home Mortgage, LLC to Change Lending, LLC on or  
13 around February 3, 2021.

14                           **FACTUAL BACKGROUND**

15                           **Plaintiff Change Capital's Business and the Change Mark**

16           14. Change Capital was founded in 2015 and, since at least as early as  
17 October 2015, offers commercial lending, financing, and investment to businesses  
18 with a preference to align itself with those that provide socially impactful,  
19 responsible, sustainable, and highly innovative and disruptive products and  
20 services.

21           15. Change Capital operates a website at the address:  
22 <https://change.capital/>.

23           16. To date, Change Capital has deployed more than \$100,000,000 in  
24 capital through more than 1,000 transactions.

25           17. Change Capital's lending services include term loans, bridge  
26 financing, mezzanine financing, and lines of credit to small and medium-sized  
27 businesses.  
28

1           18.    Change Capital’s investment services focus on companies with high-  
2 growth potential and differentiated market positions led by strong management  
3 teams.

4           19.    Through extensive effort and cost over many years, Change Capital  
5 has successfully cultivated a distinctive brand identity around the term “Change”  
6 and other “Change-” formative marks.

7           20.    Change Capital has sponsored numerous financial industry  
8 associations, organizations, events, conventions, and conferences, which included  
9 the prominent display of Change Capital’s logos on program materials, banners,  
10 booths, websites, email marketing, and other advertising media promoting these  
11 associations, organizations, events, conventions, and conferences.

12           21.    Change Capital’s executives have appeared in numerous panel  
13 discussions, webinars and speaking engagements pertaining to various lending and  
14 related topics.

15           22.    Change Capital’s executives are recognized for their prominent  
16 involvement and leadership within the financial industry. One such executive was  
17 recognized for her leadership and accomplishments at Change Capital and received  
18 two awards from major industry associations at events Change Capital sponsored.

19           23.    Change Capital has made extensive use of social media and email  
20 marketing in promoting its brand and services, including sites such as LinkedIn.

21           24.    Change Capital has sponsored numerous charitable organizations both  
22 within and without the financial services industry, which included prominent  
23 display of Change Capital’s logos on program materials, websites, email  
24 marketing, and other advertising media promoting these charities and their events.

25           25.    Change Capital’s press releases and announcements have appeared in  
26 numerous publications, newsletters, websites, and email communications.

27  
28

1           26. Prior to the acts of the Defendants complained of herein, Change  
2 Capital obtained a federal trademark registration for the mark CHANGE  
3 CAPITAL.

4           27. Change Capital is the owner of U.S. Trademark Registration No.  
5 6,376,250 (“the ’250 Registration”) for the word mark CHANGE CAPITAL for  
6 use in connection with International Class 36 services, namely “Commercial  
7 financing services, namely, secured and unsecured lending to small and medium  
8 businesses.” A true and correct copy of the duly and lawfully issued ’250  
9 Registration is attached hereto as Exhibit 1.

10           28. In addition, Change Capital also owns certain common law rights in  
11 several marks including the term “Change” and other “Change-” formative marks,  
12 including CHANGE, CHANGE CAPITAL & Design, and MAKE CHANGE  
13 FOUNDATION & Design, among others.

14           29. Change Capital utilizes various logos incorporating the CHANGE  
15 CAPITAL mark on its website and marketing materials, including, for example:

16  CHANGE<sup>®</sup>CAPITAL

17  CHANGE<sup>®</sup>CAPITAL



25  CHANGE  
26 CAPITAL  
27  
28

1           30. Under the “CHANGE-” branding umbrella, Change Capital uses the  
2 following logos in connection with its business activities:

3                           CHANGEQUITIES

4                           CHANGEFINANCE

5                           CHANGEGIVING

6                           CHANGEINVESTING

7                           CHANGELENDING

8                           CHANGEVENTURES

9                           CHANGEFINANCIAL

10  
11  
12           31. Also, Change Capital uses the following logo with the term  
13 “CHANGE” in connection with its charitable foundation:  
14



18  
19           32. As a result of its federal trademark registration, the extensive use of  
20 the term “Change” to advertise its financial services, and the accompanying  
21 goodwill that is owned and enjoyed in its entirety by Change Capital, Change  
22 Capital has the exclusive right to use the aforementioned common law rights and  
23 trademarks (collectively, the “CHANGE Marks”) throughout the United States.

24           33. Change Capital’s CHANGE Marks are inherently distinctive and  
25 uniquely associated with Change Capital in connection with its financial services  
26 offered under the CHANGE Marks by reason of the continuous use and promotion  
27 by Change Capital.  
28

1           34. As a result of the substantial investment in advertising and promotion  
2 of services under the CHANGE Marks, and continuous and extensive nationwide  
3 sales of the same, and through the exercise of control over the quality of services  
4 offered under the CHANGE Marks, the CHANGE Marks have amassed substantial  
5 and valuable goodwill and consumer recognition.

6           35. Through Change Capital's extensive promotional activities, Change  
7 Capital's services and trademarks have all become well-known, are associated with  
8 Change Capital, and represent valuable assets and goodwill of Change Capital, as  
9 consumers closely associate the CHANGE Marks with Change Capital and its  
10 services.

11                           **Defendants' Infringing and Unfair Activities**

12           36. Upon information and belief, The Change Company was formerly  
13 known as The Capital Corps, America's Community Development Financial  
14 Institution (CDFI).

15           37. Upon information and belief, Defendant The Change Company  
16 selected and adopted the new name and branding of The Change Company and  
17 related "Change-" formative marks in connection with Defendants' products and  
18 services on or about February 2021.

19           38. On or about February 18, 2021, Defendant The Change Company  
20 filed on an intent to use basis U.S. Trademark Application Serial No. 90/534,066  
21 for the mark CHANGE & Design in Int'l Class 36 for the "Mortgage lending."

22           39. On or about August 24, 2021, Defendant The Change Company filed  
23 U.S. Trademark Application Serial Nos. 90/899,777 and 90/899,901 for the  
24 standard character mark CHANGEFI and the mark CHANGEFI & Design,  
25 respectively, in International Class 36 for "Banking services; Consumer lending  
26 services; Mortgage lending; Electronic debit card transaction processing; Issuing of  
27 debit cards; Issuing prepaid debit cards; Processing of debit card payments,"  
28 claiming a first use date of May 21, 2021.

1           40. As a result, Change Capital has priority over Defendants for the use of  
2 the term “Change” and “Change-” formative marks.

3           41. According to its website, Defendants offer a full range of financial  
4 services to help diverse underserved and underbanked consumers and small  
5 businesses reach their financial goals.

6           42. Under the umbrella of what Defendants refer to as “The Change  
7 Family,” Defendants own and operate several websites, including  
8 <https://www.thechangecompany.com/>, <https://www.changemt看.com/>,  
9 <https://changewholesale.com/>, and <https://www.xchange看.com/>.

10           43. Without permission or consent from Change Capital, Defendants  
11 advertise and offer products and services across various sectors of the financial  
12 industry under the mark CHANGE or other “Change-” formative marks.  
13 Examples of these uses are shown below:





## **Harnessing the Power of America's Largest CDFI Lender**

Serve a wider range of customers and close more loans with the nation's largest community development financial institution (CDFI) and #1 non-QM lender, as ranked by Scotsman Guide.



## **The Digital Marketplace for Prime Impact Loans**

xChange enables banks, insurance companies, asset managers, family offices, and qualified impact investors to easily search for and buy attractive prime loans, and build their balance sheets.



## **Fair Appraisals for all of America's Borrowers**

We provide the highest level of client satisfaction by offering exceptional customer service, outstanding quality control, and prompt order completion.

44. Defendants also maintain a variety of social media accounts, including on LinkedIn, Facebook, and X (formerly Twitter).

1           45. Defendants refer to themselves by just the term “Change” throughout  
2 their websites, in marketing materials, and other uses involving Defendants’  
3 products and services.

4           46. Customers of Defendants refer to The Change Company by just the  
5 term “Change” in reviews, testimonials, and social media posts.

6           47. Without permission or consent from Change Capital, Defendants have  
7 infringed Change Capital’s CHANGE Marks by using, promoting, advertising,  
8 selling, and/or offering to sell products and services using marks that are  
9 confusingly similar to the CHANGE Marks.

10          48. Defendants’ actions have cause actual confusion among financial  
11 services consumers.

12          49. Articles published in various news sources in and around August  
13 2023, discussed the U.S. Security and Exchange Commission’s (“SEC”)  
14 investigation of Defendant Change Lending’s status as a Community Development  
15 Financial Institution (“CDFI”).

16          50. Several of Change Capital’s customers, believing the SEC’s  
17 investigation was directed at Change Capital instead of Defendant Change  
18 Lending, contacted Change Capital about the SEC probe.

19          51. One customer pulled out funds from investments in Change Capital  
20 based on the news of the SEC’s investigation of Defendant Change Lending.

21          52. Another customer contacted Change Capital to discuss the business  
22 impacts on a pending project due to the SEC investigation of Defendant Change  
23 Lending.

24          53. Yet another customer urgently sought additional information from  
25 Change Capital regarding the consumer lending activities subject to the SEC’s  
26 investigation of Defendant Change Lending. The customer questioned why  
27 Change Capital was participating in consumer lending when the customer had  
28 invested in Change Capital solely for commercial lending activities.

1           54. Because consumers are likely to—and in fact have—associated or  
2 confused Defendants’ financial services with Change Capital’s financial services,  
3 Defendants have infringed and continue to infringe Change Capital’s CHANGE  
4 Marks and have engaged and continue to engage in unfair competition in the  
5 United States, including by directing those infringing activities from this District.

6           55. With actual knowledge of Change Capital’s CHANGE Marks,  
7 Defendants’ refusal to cease marketing and offering their financial products and  
8 services makes their infringement deliberate and willful.

9           56. Defendants have not ceased their infringing activities or unfair  
10 competition, or otherwise compensated Change Capital for damages caused by  
11 their actions. As a direct and proximate result of Defendants’ actions described  
12 herein, Change Capital has suffered, and will continue to suffer, irreparable harm  
13 to its business, reputation, and goodwill, unless and until Defendants’ actions as  
14 alleged herein are permanently enjoined.

15                           **FIRST CLAIM FOR RELIEF**

16                           **Federal Trademark Infringement, 15 U.S.C. § 1114**

17           57. Plaintiff Change Capital incorporates each of the preceding  
18 paragraphs as if fully set forth herein.

19           58. As a result of the experience, care, and service of Change Capital in  
20 providing financial services under the CHANGE Marks, Change Capital’s services  
21 have become widely known to have acquired a reputation for excellence.  
22 Moreover, the CHANGE Marks have become associated with Change Capital’s  
23 services, and have come to symbolize the reputation for quality and excellence of  
24 Change Capital’s services. As such, the CHANGE Marks have acquired substantial  
25 secondary meaning among the general consuming public in addition to being  
26 inherently distinctive.

27           59. Change Capital owns a valid and enforceable federally registered  
28 trademark for the CHANGE CAPITAL Mark in the ’250 Registration.

1           60. Defendants' unauthorized use of "Change" to advertise and offer  
2 financial products and services is likely to cause confusion, or to cause mistake or  
3 to deceive Defendants' customers, potential consumers, and/or the public as to the  
4 source or sponsorship of Defendants' goods or services. Defendants' conduct  
5 creates a likelihood of confusion by creating a false impression that Plaintiff  
6 Change Capital is the source of or somehow sponsors Defendants' goods or  
7 services.

8           61. As of the time of this filing, Defendants were on both actual and  
9 constructive notice of Change Capital's exclusive rights in the CHANGE Marks.

10          62. Defendants have no right, license or authority from Plaintiff Change  
11 Capital to use the CHANGE Marks, or any other mark confusingly similar thereto.

12          63. Defendants' acts constitute infringement of Change Capital's  
13 CHANGE Marks in violation of Section 32(1) of the Lanham Act, 15 U.S.C. §  
14 1114(1).

15          64. Upon information and belief, Defendants are intentionally using  
16 Change Capital's trademarks to trade off of the reputation and goodwill embodied  
17 in the CHANGE Marks, and to create deception in the marketplace. Defendants'  
18 trademark infringement has been willful and deliberate, with full knowledge of the  
19 Change Capital's CHANGE Marks, and Change Capital's rights therein.

20          65. As a direct and proximate result of Defendants' trademark  
21 infringement, Change Capital is entitled to recover actual damages in an amount to  
22 be proven at trial.

23          66. Defendants' conduct has caused and is causing immediate and  
24 irreparable injury to Change Capital and its valuable CHANGE Marks, and will  
25 continue to cause damage unless enjoined by this Court. Change Capital has no  
26 adequate remedy at law.

1           67. Defendants' conduct as alleged herein constitutes an exceptional case  
2 under 15 U.S.C. § 1117, entitling Change Capital to its attorneys' fees and costs  
3 incurred in this action.

4                                   **SECOND CLAIM FOR RELIEF**

5                                   **Federal Unfair Competition, 15 U.S.C. § 1125(a)**

6           68. Plaintiff Change Capital incorporates each of the preceding  
7 paragraphs as if fully set forth herein.

8           69. Defendants' unauthorized use of "Change" to advertise and offer  
9 financial products and services is likely to cause confusion, or to cause mistake or  
10 to deceive Defendants' customers, potential consumers, and/or the public as to the  
11 source or sponsorship of Defendants' goods or services. Defendants' conduct  
12 creates a likelihood of confusion by creating a false impression that Plaintiff  
13 Change Capital is the source of or somehow sponsors Defendants' goods or  
14 services.

15           70. Defendants' actions constitute unfair competition in violation of  
16 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

17           71. Upon information and belief, Defendants are intentionally using  
18 Change Capital's trademarks to trade off of the reputation and goodwill embodied  
19 in the CHANGE Marks, and to create deception in the marketplace. Defendants'  
20 trademark infringement has been willful and deliberate, with full knowledge of  
21 Change Capital's CHANGE Marks, and Change Capital's rights therein.

22           72. As a direct and proximate result of Defendants' trademark  
23 infringement, Change Capital is entitled to recover actual damages in an amount to  
24 be proven at trial.

25           73. Defendants' conduct has caused and is causing immediate and  
26 irreparable injury to Change Capital and its valuable CHANGE Marks, and will  
27 continue to cause damage unless enjoined by this Court. Change Capital has no  
28 adequate remedy at law.

1           74. Defendants' conduct as alleged herein constitutes an exceptional case  
2 under 15 U.S.C. § 1117, entitling Change Capital to its attorneys' fees and costs  
3 incurred in this action.

4                                   **THIRD CLAIM FOR RELIEF**

5                   **Unfair Competition under California Business & Professions Code**

6                                   **§§ 17200 *et seq.***

7           75. Plaintiff Change Capital incorporates each of the preceding  
8 paragraphs as if fully set forth herein.

9           76. Defendants' unauthorized use of "Change" to advertise and offer  
10 financial products and services is likely to cause confusion, or to cause mistake or  
11 to deceive Defendants' customers, potential consumers, and/or the public as to the  
12 source or sponsorship of Defendants' goods or services. Defendants' conduct  
13 creates a likelihood of confusion by creating a false impression that Plaintiff  
14 Change Capital is the source of or somehow sponsors Defendants' goods or  
15 services.

16           77. Defendants are not authorized to use the CHANGE Marks or any  
17 mark confusingly similar or that in any way represents or implies that Defendants  
18 and/or Defendants' goods or services are in any way associated with Change  
19 Capital.

20           78. Defendants' acts complained of herein constitute trademark  
21 infringement and unfair competition which have injured and damaged Change  
22 Capital.

23           79. Defendants' actions constitute unfair competition in violation of Cal.  
24 Bus. & Prof. Code §§ 17200, *et seq.*

25           80. Defendants' conduct has caused and is causing immediate and  
26 irreparable injury to Change Capital and will continue to damage Change Capital  
27 unless enjoined by this Court. Change Capital has no adequate remedy at law.  
28

**FOURTH CLAIM FOR RELIEF**

**California Common Law Unfair Competition**

81. Plaintiff Change Capital incorporates each of the preceding paragraphs as if fully set forth herein.

82. Defendants' conduct as alleged herein constitutes misappropriation of valuable property rights of Change Capital, and Defendants are trading on the goodwill symbolized by Change Capital's CHANGE Marks, and is thereby likely to confuse and deceive members of the purchasing public as to the source of Defendants' goods or services. These activities constitute unfair competition under the common law of the State of California.

83. Defendants' conduct also constitutes intentional, willful, and reckless disregard of Change Capital's rights and an attempt to trade on the goodwill developed and owned exclusively by Change Capital, all to the damage of Change Capital.

84. As a direct and proximate result of Defendants' unfair competition, Change Capital is entitled to recover actual damages in an amount to be proven at trial.

85. Defendants' conduct has caused and is causing immediate and irreparable injury to Change Capital and will continue to damage Change Capital unless enjoined by this Court. Change Capital has no adequate remedy at law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Change Capital Management, LLC respectfully prays for entry of judgment granting:

A. A permanent injunction restraining Defendants The Change Company CDFI LLC and Change Lending, LLC and their related subsidiaries, affiliates, parents, successors, assigns, officers, agents, servants, employees, attorneys, and all persons acting in concert or in participation therewith, from infringing Change

1 Capital's Lanham Act and common law rights in the CHANGE Marks, and from  
2 otherwise engaging in unfair competition;

3 B. A declaration that Defendants have infringed the CHANGE Marks by  
4 the acts complained of herein in violation of 15 U.S.C. § 1114 and/or 15 U.S.C.  
5 § 1125(a);

6 C. A declaration that Defendants' infringement was deliberate, willful,  
7 and in conscious disregard of Change Capital's rights pursuant to 15 U.S.C. § 1117  
8 and 15 U.S.C. § 1125(a), and at common law;

9 D. A declaration that this case is exceptional, pursuant to 15 U.S.C.  
10 § 1117;

11 E. An award to Change Capital of all damages attributable to  
12 Defendants' infringement and unfair competition in an amount according to proof  
13 at trial;

14 F. That Defendants be required to account for any and all gross and net  
15 sales, revenues, and profits received or derived by Defendants from the marketing,  
16 sale, offering for sale, and/or distribution of products or services bearing or using  
17 any copy or colorable imitation of the CHANGE Marks, and an award to Change  
18 Capital of Defendants' profits not considered in calculating actual damages; and

19 G. Any such other and further relief as this Court deems just and  
20 equitable.

21 **JURY DEMAND**

22 Plaintiff Change Capital Management, LLC hereby demands a trial by jury  
23 on all issues so triable.  
24  
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26  
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1 Dated: January 9, 2024

Respectfully submitted,

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17 ***Attorneys for Plaintiff Change Capital***  
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